

**REQUEST FOR PROPOSALS (RFP) No. 666
FOR
ELECTRONIC SIGNAGE INFORMATION SYSTEM (ESIS)**

PRE-PROPOSAL CONFERENCE AND SITE VISITS TO BE HELD:

May 22, 2009 at 9:00 A.M. (local time)
701 NW 1st Court, 12th Floor, South Conference Room
Miami, Florida, 33136

ISSUED BY:

Department of Procurement Management
for
Transit Department

COUNTY CONTACT FOR THIS SOLICITATION:

Fred Simmons, Jr., CPPO: Senior Procurement Contracting Officer
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-4259
E-mail: fred@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

June 5, 2009 at 2:00 PM (local time)

at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours is 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers who obtain copies of

this Solicitation from sources other than the County's Department of Procurement Management website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Transit Department (MDT), is soliciting proposals for an Electronic Signage Information System to include hardware, software and equipment, installation services, warranty, and support and maintenance. The turn key solution shall include furnishing, delivering, maintaining and installing a turn key audio/visual Electronic Signage Information System (ESIS) with an estimated 196 LCD signs at up to 23 Metrorail stations in the Miami-Dade County, and one "Development System" at Transit's Information Technology Office.

The installation of the new system and electronic signage shall take place at the following stations:

1. Government Center
2. Dadeland South
3. Dadeland North
4. Civic Center
5. South Miami
6. Douglas Road
7. Brickell
8. Coconut Grove
9. Allapattah
10. Northside
11. Hialeah
12. University
13. Tri-Rail
14. Palmetto
15. Earlington Heights
16. Dr. Martin Luther King Jr.
17. Vizcaya
18. Culmer
19. Brownsville
20. Okeechobee
21. Overtown
22. Santa Clara
23. Miami Intermodal Center/ Earlington Heights Connector
24. "Development System" at Overtown Transit Village (OTV)

The County anticipates awarding a contract for a five year period, with one five-year option to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:	May 8, 2009
Pre-Proposal Conference:	May 22, 2009, at 9:00 a.m. 701 N.W. 1 st Court, 12 th Floor, South Conference Room Miami, Florida, 33136 Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the DPM ADA Coordinator at (305) 375-1564 at least five days in advance.
Deadline for receipt of questions:	May 29, 2009
Proposal due date:	June 5, 2009
Evaluation process:	Week of June 8, 2009
Projected award date:	September 2009

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Contractor" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation, also to be known as "the prime Contractor".
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. Proposers may take exceptions to any of the terms of this Solicitation unless the Solicitation specifically states where exceptions may not be taken. The County may accept or reject the exceptions at its sole discretion and the Proposer's proposal shall be binding on the Proposer as if submitted without exception. The County reserves the right to request and evaluate additional information from any respondent after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission

of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any

public entity in excess of the threshold amount provided in Section 287.017 for Category Two (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Intentionally Omitted

1.9 Contract Measures

This Solicitation includes a Zero goal for DBE participation. Refer to **Appendix B: Compliance with Affirmative Action Requirements** for definitions, explanations and instructions.

1.10 Incorporation of Federal Transit Administration (FTA) Terms

- (A) The FTA provisions include certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F or any revisions thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOT or FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.
- (B) The Contractor agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

- (C) Appendix B, contained herein, list certain FTA provisions applicable to this procurement. Adherence to these provisions is required. Notwithstanding, a Selected proposer must comply with Section A requirements.

1.11 Release of Plans and Records

In accordance with Florida Statutes Section 119.071L, all county facility building plans are exempt records laws. Individuals, companies or agencies needing to review any facility plans must submit, in writing to Transit, a request to review documents and provide justification. In order to comply with FS 119.071 (3)a 2b, non governmental parties (developers, architects, consultants, etc) will be required to give their Florida license (Professional Engineer, Architecture, General Contractor, etc) number to obtain approval.

The Miami-Dade County policy for a release of building plans requires internal and external review and approval by the Miami-Dade Police Department. Appendix C (Release Of Plans And Records Process) outlines in detail the requirements for viewing facility building plans. Proposers are required to adhere to the process.

2.0 SCOPE OF SERVICES

A complete Scope Of Work (SOW) is detailed in Appendix A; Technical Provisions. This RFP requires the Proposer to provide the SOW detailed in Technical Provisions. A Summary of the SOW is provided below.

2.1 Background

The Miami-Dade County Transit Department requires a qualified and experienced proposer to furnish, deliver, maintain, and install a turnkey audio/visual Electronic Signage Information System (ESIS) ("System"). The selected proposer will provide the services outlined in the Scope Of Work at all 23 Metrorail stations in Miami-Dade County, and provide a "Development System", as required by the Scope Of Work, at one designated Transit department Information Technology office. The Electronic Signage Information System shall include hardware, software and equipment, installation services, warranty, and support and maintenance. The turn key ESIS shall include an estimated 196 LCD signs at up to 23 Metrorail stations.

The System will provide Miami-Dade Transit patrons with relevant, useful, and real-time information, at the station platform level, such as "Next Train" arrival times. The System will allow Transit to post emergency/important public messages to keep Metrorail users informed at all times. The availability of up to the minute information through this System will enhance transit patron's experiences as it offers real-time details on service interruptions, elevator problems, and other incidents affecting Metrorail passengers.

The System will replace the existing clock structures at the Metrorail stations. Miami-Dade Transit through its contract with Columbia Broadcasting Systems (CBS) Outdoor Group, Inc., is required to provide advertisement space at the platforms. The System will allow the Transit department to meet its obligation to CBS, in addition to providing information regarding train arrival times. In case of an emergency, Transit will be able to over-ride the published information and replace it with transit related emergency information. Through ESIS, the County will have the ability to publish real time information while ensuring that the information is delivered accurately across the entire Metrorail system. The System will be ADA compliant. The design, placement, functionality, and angle of monitors at the rail stations will allow easy viewing for persons in wheelchairs. The numbers on the digital clock will be three (3) inches and viewable from 50 feet to meet ADA requirements. The design of the clock will be black on white to provide the contrast required by ADA. There will also be annunciation of information that is provided visually.

2.2 Objective

The objective of this solicitation is to establish a contract to provide the County a turnkey electronic signage information system in accordance with the specifications and descriptions contained herein.

2.3 **Minimum Qualification Requirements**

The minimum qualification requirements for this Solicitation are:

- A. Equipment components must be UL listed
- B. Personnel performing electrical work must be UL certified
- C. Building Industry Consulting Services International (BICSI) Certified

The proposer must submit, with its technical proposal, evidence that the minimum qualifications listed above are met. Failure to submit such evidence may render the proposal non-responsive.

2.4 **Tasks**

The following tasks shall be performed by the Selected Proposer:

- Removal of the existing structures.
- Installation of all hardware, cabling, multiplexers, and electrical systems.
- Furnish the central computer system and related station computers required to operate the signs.
- Furnish, deliver, maintain and install an audio/visual electronic signage system with 195 LCD signs at 23 Metrorail stations.
- Utilize existing bracketing and mounts wherever possible as approved by MDT.
- Replace mounts that have corrosion or oxidation. Installation of the System shall not require any drilling or boring into existing concrete structures that is not approved by MDT in advance of initiating the work.
- Proposer shall also be responsible for the availability of power and data connectivity at the platform level for the electronic signage at the Metrorail stations approved for the Work.
- Provide and install central system software to manage the installed system and provide connectivity to MDT central control.
- Perform system maintenance, software and hardware support during the warranty and maintenance and support periods.
- Provide training to five (5) MDT staff regarding software functionality.

2.5 **Deliverables**

The Selected Proposer shall deliver, as part of a turn key System the following deliverables:

- A. System hardware, software, equipment, and maintenance and support that meet or exceed the specification identified in the RFP documents.
- B. Installation of System hardware, software and equipment at the Metrorail stations approved for the Work.
- C. Ensure System compliance with ADA requirements as specified in the Technical and General Provisions.
- D. Provide a Specification compliant System that meets or exceeds the performance and design specifications contained in the RFP documents.

2.6 Reporting

The General Provisions identify software system reporting requirements and capabilities required by this RFP.

2.7 Installation Schedule

Please see the General Provisions for the Project Schedule. All work shall include the necessary hardware, software, equipment, system installation, and performance through any Warranty period(s).

2.8 Payment Schedule

Payment for work shall be as specified in the Payment Schedule (GP 9.2.2).

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria (Max 65 points per Committee Member)</u>	<u>Points</u>
1. Proposer's Approach: To system installation and integration, project management, and work plan, including the project schedule	20
2. Experience: Proposer's relevant experience, qualifications, and past performance	15
Additionally, relevant experience and qualifications of key personnel;	

including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors

3. Proposed hardware, software and equipment 30

Price Criteria (Max 35 points per Committee Member) Points

1. Proposer's proposed price: 35

	<u>Points</u>
A. Station Installations: Includes all hardware, software, equipment, materials, labor, and one year warranty period	25 (See Total Proposed Price for Section A on the Price Schedule-Form B-1)
B. Software License	06
C. Hardware and Software Maintenance and Support for years 2-6	02
D. Hardware and Software Maintenance and Support for years 7-10	02

4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

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4.5 Price Evaluation

After the evaluation of the technical proposal, in light of the oral presentation(s) if necessary, the County will evaluate the price proposals of those Proposers remaining in consideration. Price will be considered separately and only after the evaluation of the technical criteria has been completed.

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.6 Local Preference

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4.7 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint. The

Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the County Manager with their recommendation. The County Manager or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Manager or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Manager's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. Notwithstanding the foregoing, the County Manager reserves the right to take any other action deemed to be in the county's best interest. No Proposer shall have any rights against the county arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 and 10-33.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.8 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Manager or designee for approval. All Proposers will be notified in writing when the County Manager or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.9 Rights of Protest

- A. A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County workdays of the filing of the County Manager's recommendation. This three day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

- D. For award recommendations greater than \$250,000, the County's recommendation to award or reject will be immediately communicated (via mail, fax or e-mail) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000, each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 NW 1st Street, Miami, FL. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of this Solicitation.

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

A. Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

B. Insurance and Indemnification Requirements

The Contractor shall furnish to the County, Department of Procurement Management, prior to the commencement of any work under any agreement, Certificate(s) of Insurance which indicate insurance coverage has been obtained that meets the stated requirements. The following insurance is required by this RFP:

The Proposer shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than 1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE: MIAMI-DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Proposer shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Proposer or its employees, agents, servants, partners principals or subcontractors. Proposer shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated.

D. User Access Program

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6.0 ATTACHMENTS

Proposal Submission Package (Proposer Information)
Appendix A: Technical Provisions
Exhibits 1-4
Appendix B: Affirmative Action Requirements
Appendix C: Federal Transit Administration (FTA) Provisions
Appendix D: Release of Plans and Records Process
General Provisions
Software License Agreement
Software and Hardware Maintenance Agreement
Software Escrow Agreement
Surety Performance Bond
Surety Payment Bond
Warranty Bond
Sample Letter of Credit
Form B-1: Price Schedule